

**UNITED STATES DISTRICT COURT FOR
THE WESTERN DISTRICT OF WISCONSIN**

BRODY LEIS,

Plaintiff,

Case No. 16 CV 45

DEAN HEALTH INSURANCE, INC., and
UNITY HEALTH PLANS INSURANCE CORPORATION,

Involuntary Plaintiffs,

v.

THE AMERICAN NATIONAL RED CROSS,

Defendant.

CLAIM OF DEAN HEALTH PLAN, INC.,

Dean Health Plan, Inc., by its attorney, Jamie Stock-Retzloff, as and for a Claim against the Defendants alleges and shows to the Court as follows:

CLAIM

1. Reallege and incorporate as though fully set forth all of the allegations contained in the Complaint of Plaintiff except those allegations which may deny the subrogation rights of Dean Health Plan, Inc., those concerning obligations to Dean Health Plan, Inc., and those concerning the nature and extent of the injuries.
2. At all times material hereto there existed an insuring agreement issued by Dean Health Plan, Inc. which provided coverage to Plaintiff Brody Leis for payment of medical expenses incurred by Plaintiff Brody Leis and that said insuring agreement contained a subrogation clause.

3. As a direct and proximate result of the Defendant's conduct as described and alleged in the Complaint, Plaintiff Brody Leis sustained injuries which required medical care and treatment and that Dean Health Plan, Inc. became obligated to pay, and did pay medical expenses on behalf of Plaintiff Brody Leis and became subrogated to the rights of Plaintiff Brody Leis to the extent of all payments made and to be made by it.
4. Said medical expenses are reasonable in amount and were necessarily incurred as a result of the incident which is the subject of this lawsuit.

CROSS-CLAIM

Dean Health Plan, Inc. Cross-Claims against Plaintiff as follows:

1. Reallege and incorporate as though fully set forth the allegations contained in the foregoing pleading of Dean Health Plan, Inc.
2. Pursuant to the insuring agreement between Dean Health Plan, Inc. and Plaintiff, Plaintiff has a duty to Dean Health Plan, Inc. to do nothing which will prejudice its subrogation rights, including but not limited to conveying an indemnification agreement to the Defendants; further, that the Plaintiff is not authorized to settle Dean Health Plan, Inc.'s separate and independent cause of action. Any settlement between Plaintiff and the Defendant will extinguish only the claim of Plaintiff, such settlement not being a release, discharge or satisfaction of Dean Health Plan, Inc.'s claims and causes of action against any of the parties to this action.
3. If Plaintiff's claim should be settled prior to verdict under circumstances wherein it is claimed that Plaintiff Brody Leis has not been made whole, or there is a verdict in excess of the available insurance policy limits, then Dean Health Plan, Inc. is entitled to a full hearing on all issues and a declaratory ruling as to what extent it may share in said settlement, equitable or otherwise.

WHEREFORE Dean Health Plan, Inc. demands judgment against the Defendants and/or Plaintiff for all sums paid by Dean Health Plan, Inc., together with its statutory costs and disbursements in this action.

Dated this 9th day of February, 2016.

DEAN HEALTH PLAN, INC.

s/Jamie Stock-Retzloff
Jamie Stock-Retzloff
State Bar No. 1036418

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